

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

AC INFINITY, INC.,

*Plaintiff,*

vs.

SINOWELL SHANGHAI CO.,  
LTD.,

*Defendant.*

Case No. 2:22-cv-07301-MCS-KS

STIPULATED PROTECTIVE ORDER

1     1.     A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public disclosure  
4     and from use for any purpose other than prosecuting this litigation may be warranted.  
5     Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6     Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7     blanket protections on all disclosures or responses to discovery and that the protection  
8     it affords from public disclosure and use extends only to the limited information or  
9     items that are entitled to confidential treatment under the applicable legal principles.  
10    The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
11    Protective Order does not entitle them to file confidential information under seal; Civil  
12    Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13    will be applied when a party seeks permission from the court to file material under seal.

14           B. GOOD CAUSE STATEMENT

15           This action is between competitors in the marketplace and will likely to involve  
16    trade secrets, customer and pricing lists and other valuable research, development,  
17    commercial, financial, technical and/or proprietary information for which special  
18    protection from public disclosure, from disclosure of certain designated information to  
19    party representatives, and from use for any purpose other than prosecution of this action  
20    is warranted. Such confidential and proprietary materials and information consist of,  
21    among other things, confidential business or financial information, information

1 regarding confidential business practices, or other confidential research, development,  
2 or commercial information (including information implicating privacy rights of  
3 consumer purchasers of the products at issue), information otherwise generally  
4 unavailable to the public, or which may be privileged or otherwise protected from  
5 disclosure under state or federal statutes, court rules, case decisions, or common law.  
6 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
7 disputes over confidentiality of discovery materials, to adequately protect information  
8 the parties are entitled to keep confidential, to ensure that the parties are permitted  
9 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
10 to address their handling at the end of the litigation, and serve the ends of justice, a  
11 protective order for such information is justified in this matter. It is the intent of the  
12 parties that information will not be designated as confidential for tactical reasons and  
13 that nothing be so designated without a good faith belief that it has been maintained in  
14 a confidential, non-public manner, and there is good cause why it should not be part of  
15 the public record of this case.

## 16 2. DEFINITIONS

17  
18 2.1 Action: AC Infinity, Inc. v. Sinowell (Shanghai) Co. Ltd., Case No. 2:22-cv-  
19 07301-MCS-KS.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
21 of information or items under this Order.

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of how  
2 it is generated, stored or maintained) or tangible things that qualify for protection under  
3 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
4 Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.5    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY.”

11           2.6    Disclosure or Discovery Material: all items or information, regardless of  
12 the medium or manner in which it is generated, stored, or maintained (including, among  
13 other things, testimony, transcripts, and tangible things), that are produced or generated  
14 in disclosures or responses to discovery in this matter.

15           2.7    Expert: a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this Action.

18           2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19 Information or Items: extremely sensitive “Confidential Information or Items,”  
20 disclosure of which to another Party or Non-Party would create a substantial risk of  
21 serious harm that could not be avoided by less restrictive means.

1           2.9 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
7 this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10          2.12 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19          2.15 Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3       3.     SCOPE

4           The protections conferred by this Stipulation and Order cover not only Protected  
5 Material (as defined above), but also (1) any information copied or extracted from  
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
7 Material; and (3) any testimony, conversations, or presentations by Parties or their  
8 Counsel that might reveal Protected Material.

9           Any use of Protected Material at trial shall be governed by the orders of the trial  
10 judge. This Order does not govern the use of Protected Material at trial.

11       4.     DURATION

12           Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
14 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
15 the later of (1) dismissal of all claims and defenses in this Action, with or without  
16 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
17 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
18 for filing any motions or applications for extension of time pursuant to applicable law.

19       5.     DESIGNATING PROTECTED MATERIAL

20           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
21 Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The Designating Party must designate for protection  
3 only those parts of material, documents, items, or oral or written communications that  
4 qualify so that other portions of the material, documents, items, or communications for  
5 which protection is not warranted are not swept unjustifiably within the ambit of this  
6 Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper purpose  
9 (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating Party  
11 to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
16 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
17 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
18 Order must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,  
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that the

1 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL  
3 legend”), to each page that contains protected material. If only a portion or portions of  
4 the material on a page qualifies for protection, the Producing Party also must clearly  
5 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and before  
9 the designation, all of the material made available for inspection shall be deemed  
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting  
11 Party has identified the documents it wants copied and produced, the Producing Party  
12 must determine which documents, or portions thereof, qualify for protection under this  
13 Order. Then, before producing the specified documents, the Producing Party must affix  
14 the “CONFIDENTIAL legend” to each page that contains Protected Material. If only  
15 a portion or portions of the material on a page qualifies for protection, the Producing  
16 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
17 markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identify the  
19 Disclosure or Discovery Material on the record, before the close of the deposition all  
20 protected testimony.



1 (c) for information produced in some form other than documentary and for  
2 any other tangible items, that the Producing Party affix in a prominent place on the  
3 exterior of the container or containers in which the information is stored the appropriate  
4 CONFIDENTIAL legend. If only a portion or portions of the information warrants  
5 protection, the Producing Party, to the extent practicable, shall identify the protected  
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive the  
9 Designating Party's right to secure protection under this Order for such material. Upon  
10 timely correction of a designation, the Receiving Party must make reasonable efforts  
11 to assure that the material is treated in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is consistent with the Court's Scheduling  
15 Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process under Local Rule 37.1 et seq.

18 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
19 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
20 to harass or impose unnecessary expenses and burdens on other parties) may expose  
21 the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
17 only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
19 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
20 disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel of the  
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
15 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
16 not be permitted to keep any confidential information unless they sign the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
18 by the Designating Party or ordered by the court. Pages of transcribed deposition  
19 testimony or exhibits to depositions that reveal Protected Material may be separately  
20 bound by the court reporter and may not be disclosed to anyone except as permitted  
21 under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
5 writing by the Designating Party, a Receiving Party may disclose any information or  
6 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
7 to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this litigation and who have signed the “Acknowledgment  
11 and Agreement to Be Bound” that is attached hereto as Exhibit A;

12 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
13 necessary for this litigation, (2) who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in  
15 paragraph 7.4(a)(2), below, have been followed;

16 (c) the court and its personnel;

17 (d) court reporters and their staff, professional jury or trial consultants, and  
18 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
19 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (e) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information; and

1 (f) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that  
6 compels disclosure of any information or items designated in this Action as  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall  
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to  
12 issue in the other litigation that some or all of the material covered by the subpoena or  
13 order is subject to this Protective Order. Such notification shall include a copy of this  
14 Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued  
16 by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order shall not produce any information designated in this action  
19 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY” before a determination by the court from which the subpoena or order issued,  
21 unless the Party has obtained the Designating Party’s permission. The Designating

1 Party shall bear the burden and expense of seeking protection in that court of its  
2 confidential material and nothing in these provisions should be construed as  
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
4 directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-  
8 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by  
10 Non-Parties in connection with this litigation is protected by the remedies and relief  
11 provided by this Order. Nothing in these provisions should be construed as prohibiting  
12 a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that  
18 some or all of the information requested is subject to a confidentiality agreement with  
19 a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
2 Order in this Action, the relevant discovery request(s), and a reasonably specific  
3 description of the information requested; and

4 (3) make the information requested available for inspection by the Non-Party,  
5 if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within 14  
7 days of receiving the notice and accompanying information, the Receiving Party may  
8 produce the Non-Party's confidential information responsive to the discovery request.  
9 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
10 any information in its possession or control that is subject to the confidentiality  
11 agreement with the Non-Party before a determination by the court. Absent a court order  
12 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
13 in this court of its Protected Material.

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
16 Protected Material to any person or in any circumstance not authorized under this  
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
18 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
19 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
20 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
21

1 request such person or persons to execute the “Acknowledgment and Agreement to Be  
2 Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
9 may be established in an e-discovery order that provides for production without prior  
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
11 parties reach an agreement on the effect of disclosure of a communication or  
12 information covered by the attorney-client privilege or work product protection, the  
13 parties may incorporate their agreement in the stipulated protective order submitted to  
14 the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21



1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue. If a Party's request to file Protected Material under seal is  
7 denied by the court, then the Receiving Party may file the information in the public  
8 record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
16 must submit a written certification to the Producing Party (and, if not the same person  
17 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
18 category, where appropriate) all the Protected Material that was returned or destroyed  
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the  
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
3 attorney work product, and consultant and expert work product, even if such materials  
4 contain Protected Material. Any such archival copies that contain or constitute  
5 Protected Material remain subject to this Protective Order as set forth in Section 4  
6 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12  
13 DATED: February 28, 2024

/s/ Tommy SF Wang

14 Tommy SF Wang (SBN: 272409)  
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21 Attorneys for Plaintiff

1 DATED: February 28, 2024

/s/ Yitai Hu

Yitai Hu

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Menlo Park, CA 94025-5240

Tel: 650-575-1518

Attorneys for Defendant

7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9 DATED: March 1, 2024

10 

11 Honorable Karen L. Stevenson

12 Chief United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United  
States District Court for the Central District of California on [date] in the case of  
\_\_\_\_\_ **[insert formal name of the case and the number and initials  
assigned to it by the court]**. I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

1 Date: \_\_\_\_\_

2 City and State where sworn and signed: \_\_\_\_\_

3  
4 Printed name: \_\_\_\_\_

5  
6 Signature: \_\_\_\_\_